

EXHIBIT O
TO THE DECLARATION OF
JOHN W. SMITH T

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO. 11012801

05

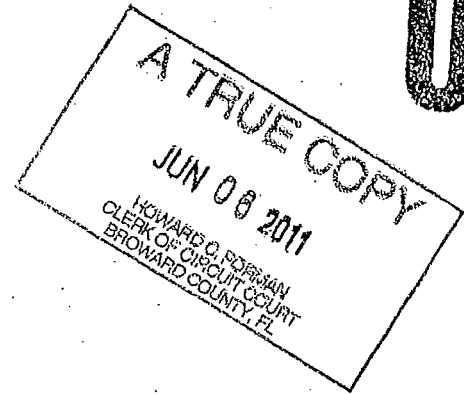
THE LAW OFFICES OF DAVID J.
STERN, P.A.

Plaintiffs,

v.

GMAC MORTGAGE, LLC

Defendant:



COMPLAINT

The Law Offices of David J. Stern, P.A. sues GMAC Mortgage, LLC and alleges:

JURISDICTION AND VENUE

1. This is an action in excess of \$15,000.00, exclusive of attorney's fees, costs, and interest, and within the jurisdiction of this Court.
2. Plaintiff, The Law Offices of David J. Stern, P.A. ("DJSPA"), is a Florida corporation with its principal place of business in Plantation, Florida.
3. Defendant, GMAC Mortgage, LLC ("GMAC"), is a foreign limited liability company with its principal place of business in Pennsylvania that is authorized to do business in Florida.
4. GMAC is subject to jurisdiction in this forum because it operates, conducts, engages in and carries on business in the State of Florida; it owns, possesses and holds mortgages and other liens on real property in this State; it breached a contract in this State by

failing to perform acts required by the contract to be performed in this State; and it engages in substantial and not isolated activity within this State.

5. Venue is proper in Broward County because the cause of action accrued in Broward County.

6. All conditions precedent to filing this action have been performed or have occurred.

Count I. Breach of Contract

7. DJSPA realleges paragraphs 1 through 6 as if fully set forth herein.

8. GMAC and DJSPA entered into an oral contract for DJSPA to provide legal and related services to GMAC.

9. GMAC breached the contract by failing to pay DJSPA for the services it provided to GMAC.

10. DJSPA was damaged by GMAC's breach of contract.

WHEREFORE, DJSPA demands judgment for damages against GMAC, plus interest and costs:

Count II. Open Account

13. DJSPA realleges paragraphs 1 through 6 as fully set forth herein.

14. GMAC owes DJSPA \$6,161,483.70 that is due with interest since February 11, 2011 according to the account, attached as Exhibit A, a copy of the account was previously provided to GMAC in an Excel spreadsheet.

WHEREFORE, DJSPA demands judgment for damages against GMAC, plus interest and costs.

Count III. Account Stated

15. DJSPA realleges paragraphs 1 through 6 as fully set forth herein.

16. Before the institution of this action DJSPA and GMAC had business transactions between them and on February 25, 2011 agreed to the resulting balance.

17. DJSPA rendered a statement of it to GMAC and GMAC did not object to the statement. The statement rendered was comprised of Exhibit B and Exhibit A attached hereto.

18. GMAC owes DJSPA \$6,161,483.70 that is due with interest since February 11, 2011 on the account.

WHEREFORE, DJSPA demands judgment for damages against GMAC, plus interest and costs.

DATED: June 2, 2011

TEW CARDENAS LLP

Counsel for The Law Offices of David J. Stern, P.A.

The Four Seasons Tower
1441 Brickell Avenue, 15th Floor
Miami, Florida 33131-3407
Telephone: 305.536.1112
Facsimile: 305.536.1116

By: 

JEFFREY A. TEW

Florida Bar No. 121291

MATIAS R. DORTA

Florida Bar No. 770817

551825.1